

INVITATION FOR BID (IFB)  
**CITY OF ROUND ROCK PURCHASING OFFICE**  
 221 E. Main Street  
 Round Rock, Texas 78664-5299

**BIDS ARE DUE TO THE PURCHASING OFFICE  
 AT THE ABOVE ADDRESS BEFORE BID  
 OPENING TIME.**

<b>INVOICE TO:</b>
City of Round Rock Accounts Payable 221 East Main Street Round Rock, Texas 78664-5299

FACSIMILE RESPONSES  
 SHALL NOT BE ACCEPTED

SHOW BID OPENING DATE &  
 BID NUMBER IN LOWER LEFT  
 HAND CORNER OF SEALED BID  
 ENVELOPE & SHOW RETURN  
 ADDRESS OF BIDDING FIRM.

<b>BIDDING INFORMATION:</b>	
<b>BID NUMBER</b>	07-061
<b>OPENING DATE:</b>	7/31/2007 at 3:00 P.M.
<b>BID LOCATION:</b>	221 E. Main Street, Council Chambers, Round Rock, TX 778664
<b>RETURN SIGNED ORIGINAL AND ONE COPY OF BID</b>	

**BIDDER SHALL SIGN BELOW**  
 Failure to sign bid will disqualify bid

Authorized Signature	Date
Print Name	

BID F.O.B. DESTINATION, FREIGHT PREPAID AND  
 ALLOWED UNLESS OTHERWISE SPECIFIED BELOW

<b>DESTINATION:</b>
City of Round Rock Clay Madsen Recreation Center 1600 Gattis School Rd. Round Rock, T

See 1.7 of Bidding Instructions on page 2
TAX ID NO.:
LEGAL BUSINESS NAME:
ADDRESS:
ADDRESS:
CONTACT:
TELEPHONE NO.:
BUSINESS ENTITY TYPE:

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business."

**Bidder agrees to comply with all conditions set forth in this IFB.**

This is for the purchase of Ultraviolet Treatment System in accordance with specification No. 07-490-44, Attachment A (3 pgs), Attachment B, (2 pgs) & Attachment C (2 pgs).

The quantities shown are estimates for a twelve month period only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the amount needed to satisfy operating requirements. **The City reserves the right to increase or decrease order quantities as needed. Note: Quantities should not increase or decrease more than 20 percent within any 12-month period.**

BID SHEET						
ITEM #	CLASS & ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	490-44	Medium Pressure Ultraviolet Treatment System, Treatment Chamber model # PMD200D1/6AW Manufactured by Hanovia	1	ea		
2	490-44	Medium Pressure Ultraviolet Treatment System, Control/Power Cabinet Model Photon 2 Manufactured by Hanovia	1	ea		
					<b>GRAND TOTAL</b>	
DELIVERY IN _____ DAYS						

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID  
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

**1. BIDDING REQUIREMENTS:**

- 1.1 Bidding requires pricing per unit shown and extensions. If trade discount is shown on bid, it should be deducted and net line extensions shown. Bidders guarantees product offered will meet or exceed specifications identified in this Invitation For Bid (IFB).
- 1.2 Bids should be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. See instructions on reverse side. Bids must be in the office of the City Purchasing Agent before the hour and date specified on the reverse side of this IFB.
- 1.3 Late bids properly identified will be returned to bidder unopened. Late bids will not be considered.
- 1.4 Bid F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the IFB. If otherwise, show exact cost to deliver.
- 1.5 Bid unit price on quantity and unit of measure specified, extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increase will not be considered.
- 1.6 Bid prices shall be firm for acceptance 30 days from bid opening date. "Discount from List" bids are not acceptance unless requested. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- 1.7 Bids shall give Tax Identification Number, full name and address of bidder. Failure to sign will disqualify bid. Person signing bid shall show title and authority to bind signatories firm in a contract. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental. Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (Tin).
- 1.8 Bid cannot be altered or amended after opening time. Any Alterations made before opening time shall be initialed by bidder or an authorized agent. No bid can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in bid.
- 1.10 The City reserves the right to accept or reject all or any part of bid, waive minor technicalities and award the bid to best serve the interests of the City, Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie bids could cause rejection of bids by the City and/or investigation for antitrust violations.
- 1.12 Telephone bids and facsimile bids are not acceptable in response to the IFB.
- 1.13 **CAUTION:** Bid invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for bids received late, illegible, incomplete, or otherwise non-responsive

**2. SPECIFICATION:**

- 2.1 Any catalog, brand name or manufacturer's reference used in IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the bid. If bidder takes no exceptions to specifications or reference data in bid, bidder will be required to furnish brand names, numbers, etc, as specified in the IFB.
- 2.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Verbal agreements to the contrary will not be recognized.
- 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the bidder, on request, at bidder expense. Each example should be marked with bidders' name and address, City bid number and code. Do not enclose in or attach to bid.
- 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:** In case of tie bids, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.

**4. DELIVERY:**

- 4.1 Bid should show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. (See 4.2 following.)
- 4.2 If delay is foreseen, contractor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Contractor must keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
- 4.3 No substitutions or cancellations permitted without written approval of the City.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the IFB.

**5. INSPECTION AND TESTS:** All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the bid or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT:** A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the IFB Bids do not become contracts unless and until they are accepted by the City through its designates and a purchase order is issued. The contract shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All contracts are subject to the approval of the City Council.

**7. PAYMENT:** Vendor shall submit three (3) copies of an invoice showing the purchase order number on all copies.

**8. PATENTS AND COPYRIGHTS:** The contractor agrees to protect the City from claims involving infringements of patents or copyrights.

**9. VENDOR ASSIGNMENTS:** Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract, which arise under the antitrust laws of the State of Texas. Tx, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).

**10. BIDDER AFFIRMATION:**

- 10.1 Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.2 The bidder has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted bid.
- 10.3 The bidder is not currently delinquent in the payment of any debt owed the City.
- 10.4 Neither the bidder nor the firm, corporation, partnership, or any entity represented by the bidder, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor, or any other person engaged in such line of business.
- 10.5 The bidder has not received compensation for participation in the preparation of the specification for this IFB.

**11. NOTE TO BIDDERS:** Any terms and conditions attached to bid will not be considered unless the bidder specifically references them on the front of this bid form. **WARNING:** Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a state other than Texas requirements for prepayment. Limitations on remedies, etc.) The City of Round Rock can only accept bids which contain all the terms and conditions of its formal IFB; in particular, all bidders affirmations and certifications must be included. Submission of bids on forms other than City bid form may result in disqualification of your bid.

**12. INQUIRIES:** Inquiries pertaining to bid invitations must give bid number, codes, and opening date.

## REFERENCE SHEET

### Please Complete and Return This Form with the Solicitation Response

**SOLICITATION NUMBER:** IFB 07-061 Ultraviolet Treatment System

**BIDDER'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Provide the name, address, telephone number and point of contract of at least three firms that have utilized similar service for at least 2 year. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     ) \_\_\_\_\_ Fax Number (     ) \_\_\_\_\_
2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     ) \_\_\_\_\_ Fax Number (     ) \_\_\_\_\_
3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     ) \_\_\_\_\_ Fax Number (     ) \_\_\_\_\_
4. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     ) \_\_\_\_\_ Fax Number (     ) \_\_\_\_\_

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSERATION FROM AWARD.**

**CITY OF ROUND ROCK  
INVITATION FOR BID  
ULTRAVIOLET TREATMENT SYSTEM**

**PART I  
GENERAL INFORMATION**

1. **PURPOSE:** The City seeks to contract with a qualified bidder to provide a medium pressure Ultraviolet Treatment System for an indoor swimming pool application with pool dimensions of 45' x 75' and volume of treatable water of 124,200 gallons.
2. **DEFINITIONS:** The following definitions will be used for identified terms throughout the specification and bid document:
  - 2.1. Bidder identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.
  - 2.2. City – Identifies the City of Round Rock, Travis and Williamson County, Texas.
  - 2.3. Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
  - 2.4. Vendor – (Sometimes referred to as Contractor) a person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a contract or purchase order.
  - 2.5. Goods represent materials, supplies, commodities and equipment.
  - 2.6. Purchase Order - is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
  - 2.7. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
  - 2.8. Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
3. **CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Round Rock  
Christine Martinez, City Secretary  
221 East Main Street  
Round Rock, Texas 78664**
- 3.1. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

4. **CLARIFICATION:**

- 4.1. For clarification of specifications, bidders may contact:

**Brenda Fuller, CPPB  
Buyer II  
City of Round Rock  
Telephone: 512-218-5456**

- 4.2. The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Round Rock through the Purchasing Division.

**PART II**

**GENERAL CLAUSES AND CONDITIONS**

1. **GOODS:** The good(s) furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**
  - 1.1 Bidder should submit with their bid, the latest printed literature and detailed specification on goods the bidder proposes to furnish.
  - 1.2 The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental shall be installed and the unit made ready for continuous operation.
  - 1.3 All parts not specifically mentioned that are necessary for the unit to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the contractor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
  - 1.4 The unit provided shall meet or exceed all federal and State of Texas safety, health, lighting and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.
2. **PRICE:** The contract price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, costs associated with obtaining permits or any other extraneous charges.
3. **LABOR:** The Vendor shall provide all labor and goods necessary to perform the project. The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.
4. **EXCEPTIONS:** Any variation from this specification must be indicated on the bid or on a separate attachment to the bid. The sheet shall be labeled as such.
5. **STANDARDIZATION:** The City of Round Rock is committed to procuring quality goods and equipment. We encourage manufacturers to adopt the International Organization for Standardization (ISO) 9001-9003, latest revision standards, technically equivalent to the American National Standards Institute/American Society for Quality Control (ANSI/ASQC Q91-93 1987), and obtain certification. Adopting and implementing these standards is considered beneficial to the manufacturer, the City, and the environment. It is the City's position that the total quality management concepts contained within these standards can result in reduced production costs, higher quality products, and more efficient use of energy and natural resources. Manufacturers should note that future revisions to this specification might require ISO certification.

6. **ENVIRONMENT:** It is the intent of the City to purchase good and equipment having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. **DAMAGE:** The Vendor shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
8. **WORKPLACE:** The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.
9. **BEST VALUE EVALUATION:** All bids received shall be evaluated based on the best value for the City. Best value will be determined by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation.
  - 9.1 Bid price
  - 9.2 Reputation of the bidder and of bidder's goods and services.
  - 9.3 The quality of the bidder's goods or services.
  - 9.4 The extent to which the goods or services meet the City's needs
  - 9.5 Bidder's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.
  - 9.6 The total long-term cost to the Municipality to acquire the bidder's goods or services.
10. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
7. **VENDOR PERFORMANCE:** The City Manager reserves the right to review the Vendor's performance at the end of each twelve month contract period and to cancel all or part of the Agreement (without penalty) or continue the contract through the next period.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **CANCELLATION:** The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the other party. Vendor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. **ABANDONMENT OR DEFAULT:** A Vendor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
11. **COMPLIANCE WITH LAWS:** The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of its compliance.
12. **CODES, PERMITS AND LICENSES:** The successful bidder shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the City of Round Rock, Texas, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Round Rock fees and costs will be waived).
13. **INDEMNITY:** Vendor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting agreement and arising out of a willful or negligent act or omission of the Vendor, its officers, agents, servants and employees.
14. **INSURANCE:** The successful Bidder shall meet or exceed ALL insurance requirements set forth by the City as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance
15. **LIENS:** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
16. **VENUE:** Both the City and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in Williamson County.
17. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the Contractor shall not be considered an employee of the City. The Contractor shall not be within protection or coverage of the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE:** This specification describes a medium pressure Ultraviolet Treatment System to be used in an indoor swimming pool application. The Ultraviolet Treatment System shall be complete, assembled, serviced, tested and ready for complete operation. Units furnished for the Treatment Chamber shall be model number PMD200D1/6AW and manufactured by Hanovia. The Control/Power Cabinet shall be Model Photon 2 manufactured by Hanovia. Units furnished shall meet or exceed all requirements in **Attachments B and C** with all equipment to make the system complete and ready for continuous operation.
2. **MANUALS:** Manual(s) containing illustrated parts list(s) and operating and service instructions shall be provided. The manual(s) shall be as detailed as possible outlining all necessary service and operating

instructions for each unit delivered. Parts list(s) shall cover all components of the unit. Each part shall be identified by part number, description and component location. Necessary warnings and safety precautions shall be included.

3. **INSTRUCTION ON SAFETY, OPERATION, AND MAINTENANCE:** The vendor shall provide the services of a competent factory trained technician thoroughly trained in the use and operation of the unit to City personnel. This technician shall give a minimum of two hours instruction on safety, operation and preventive maintenance of the unit, including a full demonstration of all unit functions on the unit delivered. This instruction shall take place after the machine has been delivered and is ready for operation but prior to payment.
4. **WARRANTY:** The unit shall be warranted against defects in material and workmanship for a period of not less than 12 months and shall cover 100 percent parts and labor for the unit. If the manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. The vendor shall furnish the manufacturer's warranty at time of delivery. The vendor shall be responsible for the warranty. The warranty begins on the date the unit is determined to meet specifications and is accepted by the City.
5. **PARTS AND SERVICE:** The manufacturer of the equipment furnished shall have an authorized dealer within the state of Texas. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall maintain an inventory of high-usage parts and a quick source for low-usage parts.
6. **BIDDER QUALIFICATIONS:** The opening of a bid will not be construed as the City's acceptance of such bidder as qualified and responsible. All bidders shall:
  - 6.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
  - 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
  - 6.3. Provide references to include the name, address, telephone number and point of contract of at least three entities for which the bidder has preformed similar service and or utilized the exact technology within the past three years. Any negative responses received may result in disqualification of bid.
  - 6.4. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.
7. **CONFIDENTIALITY OF CONTENT:**
  - 7.1. All proposals submitted in response to this shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential bidders.
  - 7.2. If a Bidder believes that a bid or parts of a proposal are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.



**PART IV**  
**DELIVERY, ACCEPTANCE AND PAYMENT**

**1. DELIVERY REQUIREMENTS:**

- 1.1. Delivery of the equipment shall be completed within the number of days bid. Delivery shall be to the Clay Madsen Recreation Center located at 1600 Gattis School Road, Round Rock, Texas 78664.

**2. ACCEPTANCE:**

- 2.1. Acceptance inspection should not take more than ten working days. The vendor will be notified within this time frame if the unit delivered is not in full compliance with the specifications. If any purchase order is canceled for a unit for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

**3. INVOICING:**

- 3.1. Vendor shall submit one original and one copy of each invoice to the following address:

**City of Round Rock  
Accounts Payable  
221 East Main Street  
Round Rock, TX78664-5299**

**4. PROMPT PAYMENT POLICY:**

- 4.1. Payments will be made within thirty days after the city receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 4.1.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 4.1.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 4.1.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 4.1.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

**5. OVERCHARGES:**

- 5.1. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this agreement which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq

# ATTACHMENT A

## City of Round Rock Insurance Requirements

**ATTACHMENT A**  
**CITY OF ROUND ROCK**  
**INSURANCE REQUIREMENTS**

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker's Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
    - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
  - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
  - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
  - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
  - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:
 

<b>Assistant City Manager</b> <b>City of Round Rock</b> <b>221 East Main</b> <b>Round Rock, TX 78664-5299</b>	<b>City Attorney</b> <b>City of Round Rock</b> <b>309 East Main</b> <b>Round Rock, TX 78664</b>
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## 6. WORKERS COMPENSATION INSURANCE

- 6.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 6.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - 6.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 6.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.3.** The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 6.4.** The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 6.5.** If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 6.6.** The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
  - 6.6.1.** a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 6.6.2.** no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6.7.** The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.8.** The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 6.9.** The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.10.** The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
  - 6.10.1.** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
  - 6.10.2.** provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
  - 6.10.3.** provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - 6.10.3.1.** obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
      - 6.10.3.1.1.** a certificate of coverage, prior to the other person beginning work on the project; and
      - 6.10.3.1.2.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 6.10.3.2.** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.10.3.3.** notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.10.3.4.** contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10.3.5.** By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10.3.6.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

## ATTACHMENT B

City of Round Rock  
Chamber Assembly

500 WORKING AREA

25.815

MINIMUM = 300

155  
6.102

970  
38.189

660 ± 3  
25.984 ± .118

OUTLET  
1500 SERVICE / LAMP REMOVAL  
42.295

UV MONITOR

OPTIONAL WIPER MOTOR

274  
10.787

CHAMBER WEIGHT  
DRY = 65 KG

INLET

SIDE ELEVATION

2 FEET SEE LOWER VIEW  
FOR FIXING CENTRES

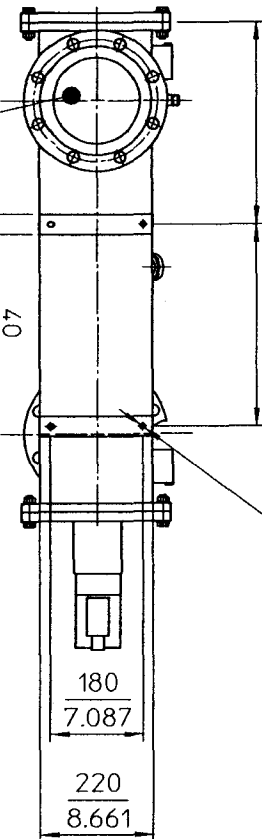
4 FIXING HOLES Ø  $\frac{9}{25/64}$

400

400 ± 1

15.748

15.748 ± .039



XXX UPPER DIMS - mm  
XXX LOWER DIMS - INCHES

6" NB ANSI 150LB  
SLIP ON FLANGES TO  
ANSI B 16.5  
(IN 2 POSITIONS)

VIEW ON UNDERSIDE SHOWING  
FEET FIXING DIMENSIONS

ISOMETRIC VIEW  
TO SHOW FEET SHAPE

END ELEVATION

112  
4.411

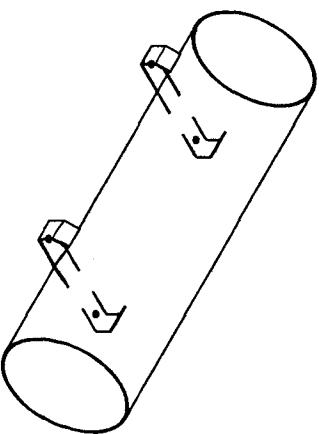
372  
14.646

INC. MONITOR

Ø 290  
11.417

275  
10.827

550 ± 5  
21.654 ± .197



REF. DROS. 1 03 12/07/2004 CN. NO. 1 PERIAL DRS. ADDED MOD OR AMENDMENT 2

TITLE:- CHAMBER ASSY 8			
USED ON:- MEDIUM / LOW PRESSURE			
THIS DRAWING IS THE COPYRIGHT OF HANOVIA LTD. ANY REPRODUCTION OR USE OF THIS DRAWING WITHOUT THE COMPANY'S WRITTEN PERMISSION IS PROHIBITED.			
DRAWING NO:-	820043-XXXX	03	
DATE	12/10/2004		
APPRD	S.L.		
CHKD	S.L.		
DRAWN	S.L.		
PART NO	820043-0106-ISS		

LAYERS 1 - 12 - 111

SUB TITLE 6" ANSI FLANGES



# ATTACHMENT C

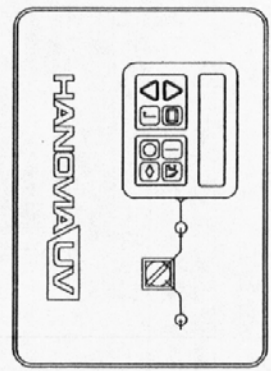
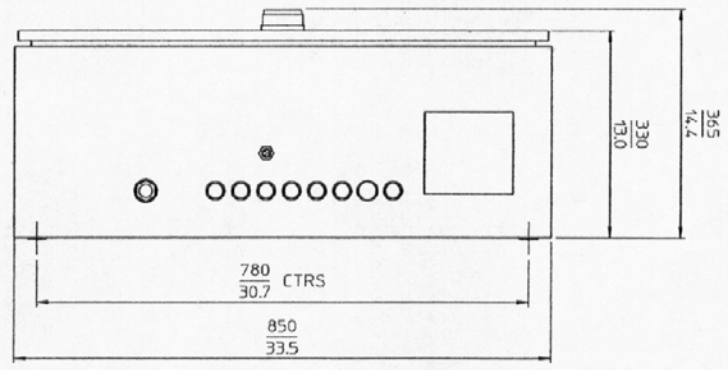
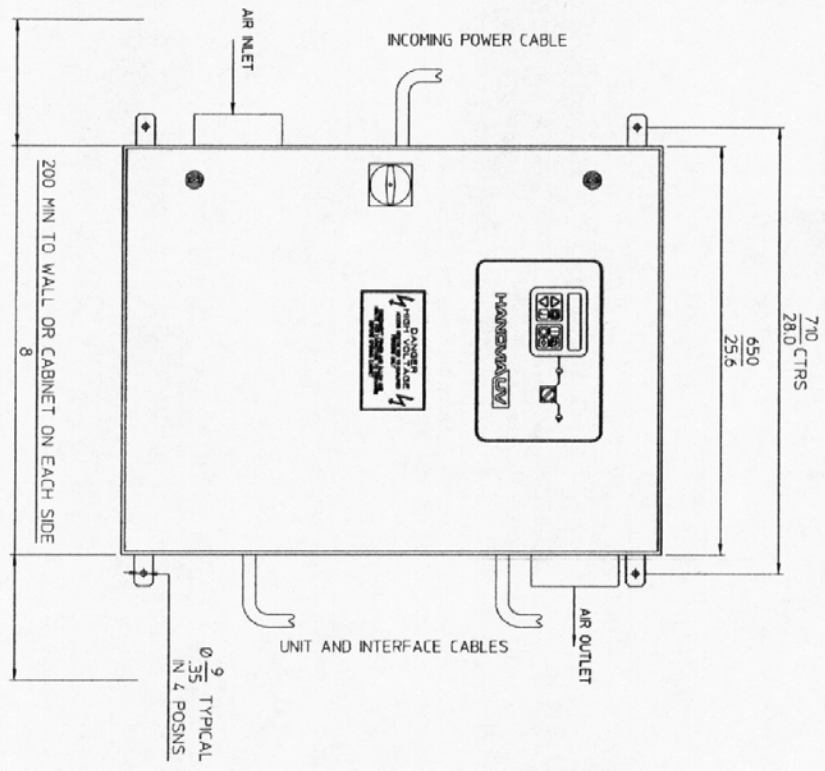
City of Round Rock  
Cabinet Assembly

THIRD ANGLE PROJECTION

IF IN DOUBT ASK

DO NOT SCALE

RD. DIMENSIONS =  $\frac{\text{mm}}{\text{INCHES}}$



WEIGHT OF CABINET 85 Kg  
187 lbs

LAYERS		1-2							
DRG NO	1	2							
SUB TITLE	PHOTON OKW-3KSW								
TITLE	CONTROL PANEL ASSY								
PART NO	820018-0001-ISS								
DRG NO	820018-XXXX-03								

NOTES ADDED		2003/0004
ISSUE	NO. OF AMENDMENT	DATE
ORIGIN	DATE	02/02/2004
DESIGNED	DATE	02/02/2004
CHECKED	DATE	02/02/2004
APPROVED	DATE	02/02/2004
CLEAN & DEGREASE ALL UNPAINTED		
PAINTED METALLIC PARTS		
DIMENSIONS IN MM		
TOLERANCES UNLESS OTHERWISE STATED		
1.000	0.000	0.000
1.000	0.000	0.000
2.000	0.000	0.000
3.000	0.000	0.000
4.000	0.000	0.000
5.000	0.000	0.000
6.000	0.000	0.000
7.000	0.000	0.000
8.000	0.000	0.000
9.000	0.000	0.000
10.000	0.000	0.000
11.000	0.000	0.000
12.000	0.000	0.000
13.000	0.000	0.000
14.000	0.000	0.000
15.000	0.000	0.000
16.000	0.000	0.000
17.000	0.000	0.000
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24.000	0.000	0.000
25.000	0.000	0.000
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30.000	0.000	0.000
31.000	0.000	0.000
32.000	0.000	0.000
33.000	0.000	0.000
34.000	0.000	0.000
35.000	0.000	0.000
36.000	0.000	0.000
37.000	0.000	0.000
38.000	0.000	0.000
39.000	0.000	0.000
40.000	0.000	0.000
41.000	0.000	0.000
42.000	0.000	0.000
43.000	0.000	0.000
44.000	0.000	0.000
45.000	0.000	0.000
46.000	0.000	0.000
47.000	0.000	0.000
48.000	0.000	0.000
49.000	0.000	0.000
50.000	0.000	0.000
51.000	0.000	0.000
52.000	0.000	0.000
53.000	0.000	0.000
54.000	0.000	0.000
55.000	0.000	0.000
56.000	0.000	0.000
57.000	0.000	0.000
58.000	0.000	0.000
59.000	0.000	0.000
60.000	0.000	0.000
61.000	0.000	0.000
62.000	0.000	0.000
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64.000	0.000	0.000
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67.000	0.000	0.000
68.000	0.000	0.000
69.000	0.000	0.000
70.000	0.000	0.000
71.000	0.000	0.000
72.000	0.000	0.000
73.000	0.000	0.000
74.000	0.000	0.000
75.000	0.000	0.000
76.000	0.000	0.000
77.000	0.000	0.000
78.000	0.000	0.000
79.000	0.000	0.000
80.000	0.000	0.000
81.000	0.000	0.000
82.000	0.000	0.000
83.000	0.000	0.000
84.000	0.000	0.000
85.000	0.000	0.000
86.000	0.000	0.000
87.000	0.000	0.000
88.000	0.000	0.000
89.000	0.000	0.000
90.000	0.000	0.000
91.000	0.000	0.000
92.000	0.000	0.000
93.000	0.000	0.000
94.000	0.000	0.000
95.000	0.000	0.000
96.000	0.000	0.000
97.000	0.000	0.000
98.000	0.000	0.000
99.000	0.000	0.000
100.000	0.000	0.000



**ADDENDUM**  
**PURCHASING OFFICE**  
**CITY OF ROUND ROCK, TEXAS**

**IFB No. 07-061 Addendum No. 1 Date of Addendum: July 26, 2007**

**The Above referenced Invitation For Bid (IFB) has been changed to include the following:**

1. Specification : Scope: "Units furnished for the Treatment Chamber shall be model number PMD200E1/6AW and manufactured by Hanovia or equivalent proposed model capable of accommodating a flow rate of 615-620 gallons per minute".

All other terms and conditions of this IFB remain unchanged?

By the signature affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced IFB.

**ACKNOWLEDGED**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF ROUND ROCK WITH YOUR SEALED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR SUBMITTAL.**